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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Ram ANATI et al.
Serial Number: 10/668,109
Filed: September 22, 2003
For: A Method and System for Remotely Authenticating Identification Devices
Art Unit: 2655
Examiner: Unknown

Mail Stop Petition
Honorable Commissioner of Patents and Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

07/09/2004 SSITHIB1 00000039 033419 10668109

06 FC:1460 130.00 DA

PETITION FOR FILING UNDER 37 C.F.R. §1.47(a)

This Petition accompanies a Response to Notice to File Missing Parts of Non Provisional Application Filed Under 35 U.S.C. §1.53(b) which accompanies a partially-executed Declaration and Power of Attorney for Patent Application.

The Other Inventors hereby petition the Commissioner to accept the present application, under 37 C.F.R. §1.47(a). The patent is being applied for by other than all the inventors, following the inability to reach the second inventor for purpose of signature on the Declaration and Power of Attorney.

It is noted that BeepCard Inc. is the assignee of the present patent application.

Jonatan Milberg, a Patent Administrator of Fenster & Company, Intellectual Property 2002 Ltd. of P.O. Box 10256, Petach-Tikva 49002, Israel, which represents BeepCard Inc., was told by the assignee that the non-signing inventor has recently moved to Canada but does not know where exactly he lives in.

In view of the above point, on Sunday afternoon, June 13, 2004, Jonatan Milberg sent an envelope to the non-signing inventor's last known address (described below in the present Petition For

Filing Under 37 C.F.R. §1.47(a)), Maxim Glukhov, via certified mail (requesting delivery confirmation), with tracking number RR-12701989-5-IL, containing the postcard receipt, the preliminary amendment, the international application as published, the declaration and the assignment papers and an instructive cover letter. Declaration Pursuant to 37 C.F.R. §1.47(a) made by Mr. Milberg is attached. (See item 9 of the Declaration Pursuant to 37 C.F.R. §1.47(a); see also copy of instructive cover letter (consisting of 2 pages) attached to said Declaration as Exhibit A; see also copy of a confirmation that the Israel Post Office Authority received the package attached to said Declaration as Exhibit B.)

On Monday morning, June 28, 2004, Mr. Milberg tracked down from Internet the delivery of the package and it states that the documents were delivered to the Paz Licensing Institute (Post Unity) which is in the city of Petach-Tikva on June 13, 2004. (See item 10 of the Declaration Pursuant to 37 C.F.R. §1.47(a); see also copy of the tracking paper attached to said Declaration as Exhibit C.)

Since no delivery confirmation was gotten, on the same day, in the morning, Mr. Milberg called 171 ("Post Office Information Service"). He spoke to Raayah, she told him that he cannot get such delivery confirmation since there is postal service strike. (See item 11 of the Declaration Pursuant to 37 C.F.R. §1.47(a).)

In light of the above-mentioned fact, on Tuesday afternoon, June 29, 2004, Mr. Milberg sent the documents again to Mr. Glukhov via taxi. The taxi driver, namely Gershon Kirschenblatt, ID No. 10083889, was instructed by Mr. Milberg to hand-deliver the package to Maxim Glukhov. The taxi driver was also instructed by Mr. Milberg that in case he does not find the non-signing inventor, he should ask his neighbors what about him. At the taxi driver's return, he said that the addressee does not live anymore in 61/44 Stern Street, Jerusalem 96750, Israel. The taxi driver also asked his neighbors about him but they don't know him or his whereabouts. (See item 12 of the Declaration Pursuant to 37 C.F.R. §1.47(a); see also copy of the proof of delivery signed by the taxi driver attached to said Declaration as Exhibit D.)

On Wednesday morning, June 30, 2004, Mr. Milberg called 144 ("Telephone Information") and talked with Ahuva. She told him that there's no Maxim Glukhov in Jerusalem. Afterwards, she gave him 21 telephone numbers in which the family name is Glukhov over the country. Mr.

Milberg made calls to all the telephone numbers. The results were that most of people do not know him. The rest (8 persons) did not answer at all.

The present application, U.S. Application No. 10/668,109, as well as parent applications, PCT Application No. PCT/IL02/00236 and U.S. Application No. 60/277,996, each contains claims of which Mr. Maxim Glukhov is a sole or joint inventor and also claims of which others of the inventors are sole or joint inventors. (See copy of partially-executed Declaration and Power of Attorney attached to the Response to Notice to File Missing Parts of Non Provisional Application Filed Under 35 U.S.C. §1.53(b); see also copy of partially-executed Assignment attached to the Declaration Pursuant to 37 C.F.R. §1.47(a), being filed concurrently under separate cover.)

Maxim Glukhov is a former employee of ComSense Technologies Ltd. ComSense Technologies Ltd. has transferred its rights under the laws, work contract and ownership of the State of Israel to BeepCard Incorporated. (See item 5 of the Declaration Pursuant to 37 C.F.R. §1.47(a); see also copy of Asset Acquisition attached to said Declaration.)

The last known address of the non-signing inventor is 61/44 Stern Street, Jerusalem 96750, Israel.

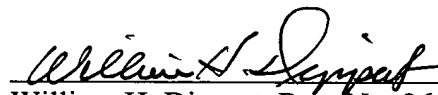
A Petition Fee under 37 C.F.R. §1.17(h) of \$130.00 is submitted herewith. (See Response to Notice to File Missing Parts of Non Provisional Application Filed Under 35 U.S.C. §1.53(b) for deposit account authorization.)

In light of the aforementioned, it is respectfully requested that the present application be filed under 37 C.F.R. §1.47(a).

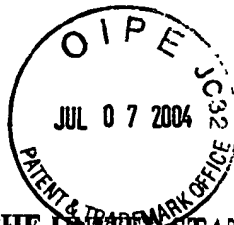
Respectfully submitted,

July 1, 2004

William H. Dippert, Esq.
Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, New York 10022-7650
Tel: (212) 521-5400; Fax: (212) 521-5450


William H. Dippert, Reg. No. 26,723 for
Maier Fenster, Reg. No. 41,016

100/03740



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Ram ANATI et al.
Serial Number: 10/668,109
Filed: September 22, 2003
For: A Method and System for Remotely Authenticating Identification Devices
Art Unit: 2655
Examiner: Unknown

Honorable Commissioner of Patents and Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

DECLARATION PURSUANT TO 37 C.F.R. §1.47(a)

Sir:

I, the undersigned, Jonatan Milberg, do hereby declare the following:

1. My name is Jonatan Milberg. I'm a citizen of Israel, whose address is 4/9 David Hamelech Street, Bnei-Berak 51418, Israel, ID No. 3-2092912-8.
2. I am a Patent Administrator of Fenster & Company, Intellectual Property 2002 Ltd. of P.O. Box 10256, Petach-Tikva 49002, Israel, which represents BeepCard Inc.
3. BeepCard Inc. is the assignee of the present patent application. (See attached copy of Assignment which is being filed concurrently under separate cover.)
4. The present application, U.S. Application No. 10/668,109, as well as parent applications, PCT Application No. PCT/IL02/00236 and U.S. Application No. 60/277,996, each contains claims of which Mr. Maxim Glukhov is a sole or joint inventor and also claims of which others of the inventors are sole or joint inventors.
5. Mr. Maxim Glukhov is a former employee of ComSense Technologies Ltd. ComSense Technologies Ltd. has transferred its rights under the laws, work contract and ownership of the

100/03740

State of Israel to BeepCard Incorporated. (See attached copy of Asset Acquisition Agreement (consisting of 4 pages).)

6. I was in charge of obtaining Mr. Glukhov's signature on the Declaration & Power of Attorney and Assignment for the above-referenced application.
7. I encountered difficulty obtaining Maxim Glukhov's home telephone number in Israel, as our company is no longer in contact with him, and his number is unlisted.
8. I was told by the assignee that the non-signing inventor has recently moved to Canada but does not know where exactly he lives in.
9. In view of item 8, on Sunday afternoon, June 13, 2004, I sent a package (consisting of a copy of a postcard receipt, a Preliminary Amendment, an International Application as Published, a Declaration and Power of Attorney and an Assignment) to the non-signing inventor to his last known address (described below in item 14 of the present Declaration Pursuant to §1.47(a)) via certified mail (requesting delivery confirmation), with tracking number RR-12701989-5-IL. (See copy of instructive cover letter attached (consisting of 2 pages) – Exhibit A.) Also attached is a confirmation that the Israel Post Office Authority received the package (see Exhibit B).
10. On Monday morning, June 28, 2004, I tracked down from Internet the delivery of the package and it states that the documents were delivered to the Paz Licensing Institute (Post Unity) which is in the city of Petach-Tikva on June 13, 2004 (See Exhibit C.)
11. Since no delivery confirmation was gotten, on the same day, in the morning, I called 171 ("Post Office Information Service"). I spoke to Raayah, she told that we cannot get such delivery confirmation since there is postal service strike.
12. In light of the above-mentioned fact, on Tuesday afternoon, June 29, 2004, I sent the documents again to Mr. Glukhov via taxi. The taxi driver, namely Gershon Kirschenblatt, ID No. 10083889, was instructed by me to hand-deliver the package to Maxim Glukhov. The taxi driver was also instructed by me that in case he does not find the non-signing inventor, he should ask his neighbors what about him. At the taxi driver's return, he said that the addressee does not live

100/03740

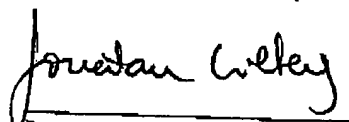
anymore in 61/44 Stern Street, Jerusalem 96750, Israel. The taxi driver also asked his neighbors about him but they don't know him or his whereabouts. Attached is a proof of delivery signed by the taxi driver (see Exhibit D.)

13. On Wednesday morning, June 30, 2004, I called 144 ("Telephone Information") and talked with Ahuva. She told that there's no Maxim Glukhov in Jerusalem. Afterwards, she gave me 21 telephone numbers in which the family name is Glukhov over the country. I made calls to all the telephone numbers. The results were that most of people do not know him. The rest (8 persons) did not answer at all.

14. The last known address of the non-signing inventor is 61/44 Stern Street, Jerusalem 96750, Israel.

15. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like are made punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,



Jonatan Milberg
Patent Administrator

July 1, 2004
William H. Dippert, Esq.
Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022-7650

Tel: (212) 521-5400

enclosures: Exhibit A
Exhibit B
Exhibit C
Exhibit D

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Ram ANATI, 16 Haetrog Street, Kfar-Brandes, Hadera 38244, Israel;

Maxim GLUKHOV, 61/44 Street Street, Jerusalem 96750, Israel;

Dan ATSMON, 16 Hashanayim Street, Givataim 53230, Israel; and

Gavriel SPEYER, 32 Hazohar Street, Tel-Aviv 62914, Israel

hereby sell(s), assign(s) and transfer(s) to

BeepCard Inc., 2644 30th Street; 2nd Floor, Santa Monica, CA 90405-3051, a company incorporated under the laws of the State of California

(hereinafter called the "Assignee"), its successors, assigns, nominees or other legal representatives, the undersigned's entire right, title and interest in and to the invention(s) titled

A Method and System for Remotely Authenticating Identification Devices described and claimed in

U.S. Patent Application No. 10/668,109 filed on September 22, 2003

and in and to said Patent Application and all patent applications derived therefrom, and all original and reissued patents granted therefor, and any and all continuations and divisions thereof, including, but not limited to, any and all extensions, reexaminations, substitutes and renewals, and including the right to apply for and obtain patents in all other countries, the priority rights under International Conventions, and any and all Letters Patent which may be granted thereon; all rights to collect and retain all royalties and other considerations arising from said patent applications; and all rights to sue for past, present and future infringement; and the right to collect and retain all damages collected or awarded thereunder;

(I), (We) warrantee that the undersigned have (has) the full right to convey the entire interest herein assigned;

(I), (We) authorize and request the Commissioner of Patents and Trademarks, and any Official of any country whose duty it is to issue patents on applications as aforesaid, to issue said Letters Patent to said Assignee; and

(I), (We) agree to sign all lawful papers, make all rightful oaths, do all lawful acts requisite for such patent applications, and do everything possible to aid said Assignee to apply for, obtain and enforce patent protection for said invention(s).

Signed (mo/day/yr) 03/04/04 at (city) Ramana by Ram
Ram ANATI

Signed (mo/day/yr) X at (city) X by X
Maxim GLUKHOV

Signed (mo/day/yr) 03/04/04 at (city) Givataim by Dan
Dan ATSMON

Signed (mo/day/yr) 03/04/04 at (city) Tel Aviv by Gavriel
Gavriel SPEYER

Asset Acquisition Agreement ("Agreement")

Between

ComSense Technologies, Ltd. an Israeli corporation under temporary liquidation.,
company Id number 51-264126, represented by temporary liquidator, Joshua Stein, Esq.
under the order of Tel Aviv district court ("ComSense")

And

Beepcard Incorporated, a California corporation ("Buyer").

Recitals

Whereas the Buyer has made an offer to purchase the assets of ComSense, and that offer
was approved by the district court on May 28, 2002 (decision of the court attached as
Exhibit 1); and

Whereas the parties would like to set forth their rights and commitments according to the
above;

Therefore, the parties do now agree:

1. The Recitals and exhibits are an integral and material part of this Agreement and
are incorporated herein by this reference.
2. ComSense is selling and Buyer is buying from ComSense all of ComSense's
tangible assets including all equipment, furnishings, and inventory, all of
ComSense's Intellectual Property Rights (defined below), and any and all
physical copies, phonorecords or other physical embodiments of works or
inventions that are the subject of any of those Intellectual Property Rights. The
assets being bought by Buyer include without limitation the items listed in Exhibit
2, which to the best of ComSense's knowledge belong to ComSense. ComSense
retains, and Buyer does not gain ownership of any bank accounts, cash, or
collectibles belonging to ComSense, including without limitation any claims that
ComSense may be entitled to collect from Deutsche Bank, or any of its other tort
or contract debtors. For the purposes of this Agreement, "Intellectual Property
Rights" means any and all rights affecting intellectual or industrial property
existing now or in the future in Israel, the United States, Germany, Japan or
anywhere in the universe. Intellectual Property Rights include, without limitation,
any and all rights under the laws of copyright, patent, trademark, trade secret,
trade dress, unfair competition, or other similar or related laws; (ii) of publicity or
privacy; (iii) relating to the development and use of databases, mask works, or
know-how; (iv) prohibiting the alteration or circumvention of copyright
management information or technological measures; or (v) any and all
applications, registrations, renewals, extensions, restorations, continuations,
divisionals, or foreign counterparts of any of the foregoing.

Handwritten signatures and stamps in Hebrew, including a date stamp "7/10/02" and a stamp "2002".

Handwritten signature.

Buyer may elect that all rights under this Agreement are assigned to Buyer or an Israeli subsidiary of Buyer, at Buyer's sole election. The temporary liquidator will hold the assets being sold hereunder in trust on Buyer's behalf until such time as Buyer has organized itself or its Israeli subsidiary to receive those assets, but will invoice Buyer or its Israeli subsidiary and tender possession immediately upon and according to Buyer's instruction.

3. For the avoidance of doubt, Buyer does not incur any of ComSense's existing or past obligations, except for ComSense's commitment to IBDA under Sections [] of the agreement attached hereto as Exhibit 3A. A relevant portion of Israeli statute regarding the topic of exemption of liabilities is attached hereto as Exhibit 3B.

Buyer approves and does declare that according to ComSense's offer of April 12, 2002, Buyer knows that it acquires all of the assets and rights of ComSense in the same status as of that day, and that this sale is "AS IS." Buyer purchases the Assets at its sole and absolute responsibility, after having checked all that is necessary in order to reach this purchase decision without relying on any representation by ComSense or the temporary liquidator. Buyer has checked all that is necessary to reach the decision to purchase without relying upon any representation by ComSense or the temporary liquidator. Buyer will not have any claims against ComSense or the temporary liquidator in any matter connected with the assets or their status or rights or any other matter connected to the assets.

5. In exchange for all of ComSense's rights in the assets, the buyer will pay an amount in NIS equal to \$150,000 in the manner described in paragraph 6, and additional payments out of Buyer's revenues not to exceed an additional amount of \$150,000 as described in paragraph 7.

6. An amount of \$150,000 plus VAT will be paid in two installments.

- An amount of \$70,000 plus VAT will be paid on the day of signing this Agreement.
- An amount of \$80,000 plus VAT will be paid within 30 days of signing this Agreement. But within ten days of signing this Agreement, the buyer will give the temporary liquidator an autonomic bank guarantee (from an Israeli bank account to be established by Buyer) that this \$80,000 installment will be paid according to the temporary liquidator's request. Buyer confirms that the temporary liquidator will be entitled to exercise that guarantee in the event that the second installment is not paid on or before the correct date, regardless of the reason for not paying.

7. In addition to the payments due under paragraph 6, Buyer will pay to ComSense 10% plus VAT from any revenue it actually receives in connection with selling products created by ComSense before liquidation and products similar to and derived from those products (hereinafter, the "Products") until paying the aggregate amount in NIS that is equal to 150,000\$ plus VAT.

OK
page 7, para
2.3 and 4

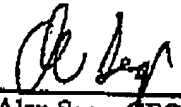
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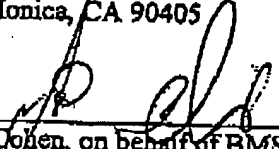
7/19/02, 12:32
12327
4356 6500/2 1052 7000
12327


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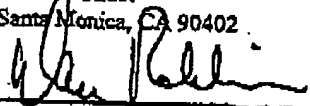
12. All notices hereunder must be sent by certified mail and will be considered as having been received within three business days of sending, to the following addresses:

The undersigned represent and certify that they have all power to bind the Buyer to this Agreement. We, the undersigned are jointly and severally responsible to fulfill the obligations of Buyer under paragraph 7, above.

 6/21/02
 Alan Sege, CEO on behalf of Beepcard, Incorporated ("Buyer")
 2644 30th Street, Second Floor
 Santa Monica, CA 90405
 Date

 6/24/02
 Moshe Cohen, on behalf of BMS, Asia Ltd., a shareholder in Buyer
 47 Choviver Tzion Street
 Tel-Aviv 63346 Israel
 Date

 6/24/02
 Craig Lewis, a shareholder in Buyer
 421 14th Street
 Santa Monica, CA 90402
 Date

 6/21/02
 Dan Robbins, a shareholder in Buyer
 453 14th Street
 Santa Monica, CA 90402
 Date

I, Joshua Stein, Esq., have been appointed as Temporary Liquidator in the matter of ComSense Technologies, Ltd. by the court responsible for that matter, and am authorized by that court to execute this Agreement on behalf of ComSense Technologies, Ltd., and to bind ComSense to the terms hereof.

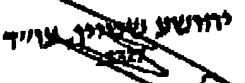
 6/26/02
 Joshua Stein, Esq., Temporary Liquidator in the matter of ComSense Technologies, Ltd.
 Date

Exhibit A

42

FENSTER & COMPANY

Intellectual Property 2002 Ltd.

P.O. Box 10256, Petach Tikva 49002, Israel

e-mail: fensterco@fenster.co.il

Tel: +972-3-921 5380 Fax: +972-3-921 5383

Deliveries: 3rd Floor, Entrance #3, Basel Street 16, Kiryat Arye, Petach Tikva
49510, Israel

June 10, 2004

Maxim Ghukhov
61/44 Stern Street
Jerusalem 96750

RE: U.S. Patent Application No. 10/668,109; Ram ANATI, et al.; "A Method and System for Remotely Authenticating Identification Devices;" Our Ref: 100/03740

Dear Maxim,

Please find enclosed a copy of the postcard receipt for the above-referenced application, which was filed in the U.S. Patent and Trademark Office on September 22, 2003 and assigned serial number 10/668,109.

Also enclosed is a copy of the Preliminary Amendment and the international application as published attached to a Declaration & Power of Attorney. Kindly review the attachments prior to executing the declaration.

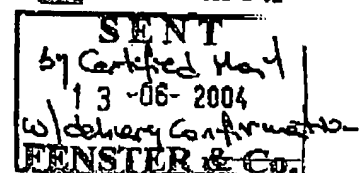
Also enclosed is an Assignment for execution.

Please verify that the inventor information on the forms is correct and current, and advise us of any changes before starting the signature cycle.

Would you kindly have the forms signed and dated (preferably in blue ink) in all places marked with an "X," and return all 5 pages to us for filing in the U.S. Patent and Trademark Office.

Please note that the forms must be filed by July 2, 2004. *Kindly let us have the signed forms as soon as possible before this date.*

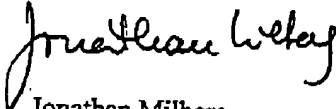
We want to remind you of the continuing obligation on your part and on the part of the inventor(s) to call to the attention of the U.S. Patent and Trademark Office any information which may be material to the patentability of the claims in this application. Such information would include anything that may be considered prior art under 35 U.S.C. §102 or §103, such as any prior uses or sales of the device and/or any corresponding foreign patents or applications.



If you have any such information, it should be sent to us as soon as you or the inventor(s) learn of it, so that the information may be forwarded to the U.S. Patent and Trademark Office.

Please feel free to contact us if you have any questions.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Jonathan Milberg".

Jonathan Milberg
Patent Administrator

Exhibit B

קסר



www.postil.com

מספר רשמי



מקור נכבד: לבידור, אנו שמור על האישור
 אתה הזמן הקצר: לחיוב, אנו שמור על האישור

אישור קבלת דבר דואר רשום
 وثيقة استلام حاجة بريدية مسجلة
 עם: ☒ אישור מסירה ☐ מובינט
 مع: ☒ وثيقة تسليم ☐ للتحويل

שם הנמען	اسم المرسل اليه
מספר רשמי	رقم
61/44	61/44
מספר רשמי	رقم
9,67,5	9,67,5
מספר רשמי	رقم
מספר רשמי	رقم

רשות הדואר תשלם מימון בשל נזק.
 نیوز او اوبدن سل دبر دوار مسجلا
 لتورאות حوكم رשות الدوار والمتكعات
 שתוקטו לפיו.
 אשר לעקוב, בדרך כלל, את משלוח דבר דואר רשום, נאמר רשות הדואר
 אתה הזמן הקצר: לחיוב, אנו שמור על האישור

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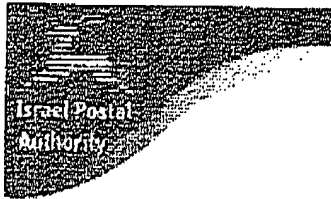


חתימת המפקיד המקבל
 توقيع الموظف المستلم

2.03

759-0001

Exhibit C



Delivery Tracking

Close window

Information regarding Registered Mail Item number RR127019895IL

דבר הדואר האמור התקבל למשלוח בתאריך 13/06/2004 באמצעות יחידת הדואר (Paz) אשר בפתח תקווה. (Licencing Institute)

This information is continuously updated.

More information about our EMS service.

Delivery tracking is available for 66 countries

Thank you for using our online Web postal services.

* Track & Trace for registered mail is currently available in Hebrew only.

Exhibit D

פנסטר ושות' קניין רוחני 2002 בע"מ, רח' בזל 16, ת.ד. 10256, פי"ת 49002

FENSTER & COMPANY

Intellectual Property 2002 Ltd.

P.O. Box 10256 Petach Tikva 49002, Israel

e-mail: fensterco@fenster.co.il

Tel: +972-3-921 5380 Fax: +972-3-921 5383

Deliveries: 3rd Floor, Entrance #3, Basel Street 16, Kiryat Arye, Petach Tikva
49510, Israel

PROOF OF DELIVERY

אישור מסירה

Date: 29/06/2004

תאריך: 29/06/2004

Delivered by:

נמסר ע"י:

First Name and Surname:

Gershon Kirschenevitz

שם פרטי ושם משפחה:

ID No.:

ת.ז. מס':

Phone No.:

מס' טלפון:

Position: Taxi Driver

תפקיד: נהג מונית

Quantity of packages: 1

מס' חבילות: 1

Packages Content: Documents

תוכן החבילות: מסמכים

שם פרטי ושם משפחה של הנמען: מקסים גלוחוב

First Name and Surname of the Addressee: Maxim Glukhov

כתובת הנמען: רח' שטרן 61/44, ירושלים 96750, ישראל

Address of the Addressee: 61/44 Stern Street, Jerusalem 96750, Israel

Delivered on: 29/06/2004

נמסר בתאריך: 29/06/2004

Time: 19:00

בשעה: 19:00

Addressee Signature:

חתימת הנמען:

נמסר? כן	נמסר? לא
אם כן, מי קיבל את החבילה?	אם לא, למה?
הנמען / אל שר באגאב בע"מ באגאב / פניג' זאכר שנק' אהרן	

Delivered? Yes	Delivered? (No)
If yes, who did receive the package?	If no, why?
It was translated by Jonathan Milberg.	The addressee doesn't live in the above address. I also asked his neighbours but they don't know him.

Deliverer Signature:

חתימת המוסר: